

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

EXHIBIT D

In re:

Ch-11 LEHMAN BROTHERS HOLDINGS, INC.

Debtor

Case No. 08-13555

Chapter 11

FILED  
U.S. BANKRUPTCY COURT  
2010 OCT 20 P 4:45  
S.D. OF N.Y.

NOTICE OF TRANSFER OF CLAIM  
PURSUANT TO RULE 3001(e)

PLEASE TAKE NOTICE that any and all claims of Mr. Benito Vázquez Fernández, of Spanish nationality, domiciled for these purposes at Barco de Valdeorras, Casaio-Somoza- Carballeda, Orense (Spain) and bearer of Spanish identity card number 10010437-D ("Assignor") that are scheduled by the Debtor(s) and or filed as an original or amended Proof of Claim against the Debtor(s), including but not limited to the following:

Proof of Claim Amount	Proof of Claim No.
\$3,047,625	0000060353

have been transferred and assigned to Caja de Ahorros de Vigo, Ourense y Pontevedra ("Assignee"). The signature of Assignor on this document is evidence of the transfer of the claims and all rights thereto.

Assignor hereby waives any notice or hearing requirements imposed by Rule 3001 of the Bankruptcy Rules, and stipulates that an order may be entered recognizing this Assignment as an unconditional assignment and the Assignee herein as the valid owner of the Claim. You are hereby requested to make all future payments and distributions, and to give all notices and other communications, in respect of the Claim to the Assignee.

ASSIGNEE: Caja de Ahorros de Vigo,  
Ourense y Pontevedra  
(Caixa Nova)

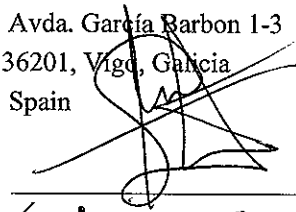
Address: Avda. García Barbon 1-3  
36201, Vigo, Galicia  
Spain

Signature:

Name:

Title:

Date:

  
Ma Victoria Vázquez  
Subdirectora General

ASSIGNOR: Mr. Benito Vázquez Fernández.

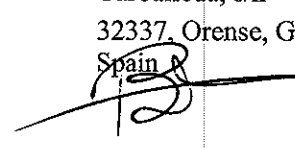
Address: Attn: Mr. Benito Vázquez Fernández  
Barco de Valdeorras, Casaio-Somoza-  
Carballeda, s/n  
32337, Orense, Galicia  
Spain

Signature:

Name:

Title:

Date:

  
BENITO VAZQUEZ FERNANDEZ

23-09-10

United States Bankruptcy Court/Southern District of New York

Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076

In Re: Chapter 11  
Lehman Brothers Holdings Inc., et al. Case No. 08-13555 (JMP)  
Debtors. (Jointly Administered)

Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

## LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM

Filed: USBC - Southern District of New York  
Lehman Brothers Holdings Inc., Et Al.  
08-13555 (JMP) 0000060353



Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

**BENITO VAZQUEZ FERNANDEZ**

Address: **García Barbón, 1 -7<sup>a</sup>  
36201 Vigo (Spain)**

Attention: **Mr. Luis Piñeiro Santos**

(Please see section 7 of the Attachment for full contact details)

Telephone number: 34 (0) 986828341 Email Address: [lpineiro@caixanova.com](mailto:lpineiro@caixanova.com)

Name and address where payment should be sent (if different from above)

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: \_\_\_\_\_  
(If known)

Filed on: \_\_\_\_\_

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number: \_\_\_\_\_ Email Address: \_\_\_\_\_

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ [ ] (see Attachment) (Required) **3,047,625 USD**

☒ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): **See Attachment** (Required) **XS0284314571**

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

[ ] (see Attachment) **6060310** (Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:  
[ ] (see Attachment) **96287** (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date: **16/10/2009**  
Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  
**Mr. BENITO VAZQUEZ FERNANDEZ**

FOR COURT USE ONLY  
**FILED / RECEIVED**

**OCT 30 2009**

**EPIQ BANKRUPTCY SOLUTIONS, LLC**

**UNITED STATES BANKRUPTCY COURT**  
**SOUTHERN DISTRICT OF NEW YORK**

In re:

Lehman Brothers Holdings Inc., *et al.*

Debtors

Chapter 11

Case No. 08-13555 (JMP)

Jointly Administered

**ATTACHMENT TO PROOF OF CLAIM OF BENITO VAZQUEZ FERNANDEZ**

**BENITO VAZQUEZ FERNANDEZ** ("Claimant") submits this attachment to the proof of claim (the "Claim") against Lehman Brothers Holdings Inc. ("LBHI").

**CLAIM**

1. The Claimant submits this Claim with respect to certain securities guaranteed by LBHI and as set forth on the Lehman Programs Securities list posted by LBHI on July 17, 2009 in accordance with the Bar Order. Such Lehman Programs Securities include:

<u>ISIN</u>	<u>BLOCKING NUMBER</u>	<u>PARTICIPANT ACCOUNT NUMBER</u>	<u>PRINCIPAL AMOUNT OF ISSUE HELD (EUR)</u>	<u>CLAIM AMOUNT (USD)</u>
XS0284314571	6060310	96287	2,150,000,000	3,047,625
<b><u>TOTAL</u></b>				3,047,625 (1)

(1) Or such other amount as may be determined in accordance with the terms of the applicable documentation and subject to applicable law.

### RESERVATION OF RIGHTS

2. Claimant expressly reserves the right to amend or supplement this Claim at any time, in any respect and for any reason, including but not limited to, for the purposes of (a) fixing, increasing, or amending the amounts referred to herein, and (b) adding or amending documents and other information and further describing the claims. Claimant does not waive any right to amounts due for any claim asserted herein by not stating a specific amount due for any such claim at this time, and Claimant reserves the right to amend or supplement this proof of claim, if Claimant should deem it necessary or appropriate, to assert and state an amount for any such claim.
3. This Claim is made without prejudice to the filing by Claimant and any related entities of additional proofs of claim for any additional claims against LBHI and its affiliated debtors (the "Debtors") and non-debtor entities affiliated with the Debtors of any kind or nature, including, without limitation, claims for administrative expenses, additional interest, late charges, and related costs and expenses, and any and all other charges and obligations reserved under the applicable documents and other transaction documents, and claims for reimbursement in amounts that are not fully ascertainable.
4. The filing of this Claim is not intended to be and shall not be deemed to be or construed as a waiver or release of any right to claim specific assets; any rights of setoff, recoupment, or counterclaim; or any other right, rights of action, causes of action, or claims, whether existing now or hereinafter arising, that Claimant has or may have against LBHI, its affiliated entities or any other person, or persons, and Claimant expressly reserves all such rights.
5. Nothing herein modifies, alters, amends and/or waives any right Claimant may have under applicable law or any agreement or understanding to assert and recover from

LBHI, its affiliated entities or any other person or persons, upon rights, claims, and monies.

6. In executing and filing this claim, Claimant does not submit itself to the jurisdiction of this Court for any other purpose than with respect to this Claim. This Claim is not intended to be, and shall not be construed as (i) an election of remedies, (ii) a waiver of any past, present or future defaults, or (iii) a waiver or limitation of any rights remedies, claims or interests of Claimant.

#### NOTICES

7. All notices, communications and distributions with respect to this Claim should be sent to:

**Luis Piñeiro Santos**

**Address:** García Barbón, 1 - 7º  
36201 Vigo (Spain)

**Telephone:** +34 986 828216

**Attention:** Mr. Luis Piñeiro Santos

With a copy to:

**Clifford Chance US LLP**

31 West 52nd Street

New York, NY 10019

**Telephone:** (212) 878-8000

**Attention:** Jennifer C. DeMarco, Esq.  
David A. Sullivan, Esq.

**BREAKDOWN OF CLAIM**

8. See Annex.

**ANNEX**

**BREAKDOWN OF CLAIM: ISIN XS0284314571**

The Claimant invested EUR 2,150,000 purchasing 2,150 notes issued by Lehman Brothers Treasury Co. B.V. on 18 January 2007 with ISIN code number XS0284314571 and whose maturity date was established to take place on 1 February 2010.

The Notes have been issued under the "*US\$ 60,000,000,000 Euro Medium-Term Note Program of Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus A.G.*" dated 9 August 2006 (the "**Program**"). The terms and conditions to be applied to this issuing are those appearing in the Program (the "**Terms and Conditions**").

According to the final terms dated 30 March 2007 (the "**Final Terms**") there is a final redemption amount to be paid on 1 February 2010 and which should be calculated by the Calculation Agent according to a formula attached to the Final Terms as an Annex.

The Final Terms also establish an early redemption amount (according to clause 8 (f) (*Early Redemption Amounts*) and clause 10 (a) (vi)) to be paid if an event of default occurs:

*"In respect of each Note, an amount in the Specified Currency equal to the fair market value of such Note (disregarding credit risk of the Issuer) (which value shall be less the proportion attributable to that Note of the reasonable cost to the Issuer of unwinding any related hedging arrangements) on such day as is selected by the Calculation Agent in its sole and absolute discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note)."*

The Calculation Agent was, in turn, Lehman Brothers International Europe, now in insolvency and unable to perform its role.

Thus, until such situation is solved for the time being our claim is for the principal invested. Since the "*Global notes pertaining to debtors' schedules and statements*" released by the United States Bankruptcy Court of the Southern District of New York set out on its section 7 that "otherwise indicated, all amounts are reflected in U.S. dollars" we have calculated the principal amount in U.S. dollars according to the average dollar-euro exchange rate as of 15 September 2008, published by the Federal Reserve Bank of New York on the website <http://www.ny.frb.org/markets/foreignex.html> (EUR = 1,4175

USD) and we have also calculated in Euros the additional interest just as established in the Terms and Conditions (and then in U.S. dollars according to the mentioned exchange rate).

**Principal amount in U.S. dollars:**

EUR 2,150,000 x USD 1,4175 = USD 3,047,625



H  
A  
N  
D  
  
D  
E  
L  
I  
V  
E  
R  
Y

TP  
RECEIVED BY:

10-30-09  
DATE

4:52pm  
TIME